CHAPTER clxxxiii.

An Act to extend the time for the completion of certain railways by the Barry Railway Company to confirm an agreement between the Company and certain landowners to empower the Company to raise additional capital and for other purposes. [11th August 1903.] A.D. 1903.

WHEREAS under the powers conferred upon them by the Barry Dock and Railways Act 1884 and subsequent Acts the Barry Railway Company (hereinafter referred to as "the Company") have constructed dock works and railways in connection therewith in the county of Glamorgan : 47 & 48 Vict. c. celvii.

And whereas by the Barry Railway Act 1896 (hereinafter referred to as "the Act of 1896") the Company were authorised to construct a certain railway therein described as Railway No. 2 in the county of Glamorgan : 59 & 60 Vict. c. exciii

And whereas the period limited by the Act of 1896 as extended by the Barry Railway (Extension of Time) Act 1901 (hereinafter referred to as "the Act of 1901") for the completion of the said railway will expire on the seventh day of August one thousand nine hundred and three and it is expedient that the said period should be further extended : 1 Edw. 7. c. ci.

And whereas by the Barry Railway Act 1898 (hereinafter referred to as "the Act of 1898") the Company were authorised to construct certain railways in the counties of Glamorgan and Monmouth : 61 & 62 Vict. c. exlii.

And whereas the period limited by the Act of 1898 for the completion of the said railways will expire on the twenty-fifth day of July one thousand nine hundred and three and it is expedient that the said period should be extended :

And whereas it is expedient that the agreement of which a copy is set out in the Schedule to this Act should be confirmed and

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made binding upon the Company and the other parties thereto respectively:

And whereas the Company require additional capital for the purposes of this Act and in connection with their authorised undertaking and it is expedient that powers should be conferred upon them to raise additional capital as hereinafter provided and that such further powers should be conferred upon the Company as are hereinafter mentioned:

And whereas the purposes aforesaid cannot be effected without the authority of Parliament:

May it therefore please Your Majesty that it may be enacted and be it enacted by the King's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows (that is to say):—

Short title.

1. This Act may be cited as the Barry Railway Act 1903.

Incorporation of Part II. of Railways Clauses Act 1863.

2. The provisions of Part II. (relating to extension of time) of the Railways Clauses Act 1863 are (except where the same are expressly varied by this Act) incorporated with and form part of this Act.

Extending certain provisions of Companies Clauses Acts.

3. The clauses and provisions of the Companies Clauses Consolidation Act 1845 with respect to—

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

The payment of subscriptions and the means of enforcing the payment of calls;

The forfeiture of shares for non-payment of calls;

The remedies of creditors of the Company against the shareholders;

The borrowing of money by the Company on mortgage or bond;

The conversion of the borrowed money into capital;

The consolidation of the shares into stock;

The general meetings of the Company and the exercise of the right of voting by the shareholders;

The making of dividends;

The giving of notices; and

The provision to be made for affording access to the special Act by all parties interested;

and also Parts I. II. and III. of the Companies Clauses Act 1863 (relating respectively to the cancellation and surrender of shares to additional capital and to debenture stock) as amended by any

subsequent Act shall subject to the provisions of this Act extend and apply to the capital and money hereby authorised to be raised by stock or borrowing and the proprietors thereof.

Interpretation.

4. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction and the expression "the Company" means the Barry Railway Company.

Extension of time for completion of railways authorised by Act of 1896.

5. The period limited by the Act of 1896 as extended by the Act of 1901 for the completion of the railway authorised by the Act of 1896 and therein numbered 2 shall be and the same is hereby further extended until the seventh day of August one thousand nine hundred and five and sections 14 16 and 17 of the Act of 1896 shall be read and construed accordingly.

Extension of time for completion of railways authorised by Act of 1898.

6. The period limited by the Act of 1898 for the completion of the railways thereby authorised shall be and the same is hereby extended until the twenty-fifth day of July one thousand nine hundred and five and sections 17 18 and 19 of the Act of 1898 shall be read and construed accordingly.

Confirming agreement with certain landowners.

7. The agreement dated the fourteenth day of November one thousand eight hundred and ninety-nine and made between the Right Honourable Robert George Baron Windsor of the first part the Right Honourable John Gaspard Baron Romilly Charles Edward Romilly and Samuel Henry Romilly of the second part Henry John Birch and William Godden of the third part William Henry Lewis and Samuel Bennett of the fourth part the Reverend John James Evans and Edward Bowen Evans of the fifth part and the Company of the sixth part of which a copy is set out in the Schedule to this Act is hereby confirmed and made binding upon the several parties thereto and the Company and the other parties thereto and their respective successors in title are hereby authorised to carry the same into effect.

Company may apply their funds towards purposes of Act and may raise additional capital.

8. The Company may apply towards the purposes of this Act being in all cases purposes to which capital is properly applicable any moneys which they are already authorised to raise and which may not be required by them for the purposes for which the same were authorised to be raised and the Company may also subject to the provisions of Part II. of the Companies Clauses Act 1863 raise for the purposes of this Act and for the other purposes of and connected with their undertaking any additional capital not exceeding in the whole ninety thousand pounds by the issue at their option of

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new ordinary stock or new preference stock or instead of issuing ordinary stock by the issue of equal nominal amounts of preferred converted ordinary stock and deferred converted ordinary stock which stock shall form part of the general capital of the Company.

Receipt in case of persons not sui juris.

9. If any money is payable under this Act to a holder of stock being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

As to votes of proprietors of new stock.

10. The proprietors of any ordinary stock to be issued under the authority of this Act shall subject to the provisions of this Act be entitled to such number of votes in respect thereof as the nominal amount represented thereby would have entitled them to if the same had been original stock of the Company.

Except as otherwise expressly provided by the resolution creating the same no person shall be entitled to vote in respect of any new preference stock.

Power to borrow.

11. The Company may in respect of the additional capital of ninety thousand pounds which they are by this Act authorised to raise borrow on mortgage of the undertaking any moneys not exceeding in the whole thirty thousand pounds but no part thereof shall be borrowed until stock to the amount of one half of such additional capital is fully paid up and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that such stock was issued and accepted and paid up bonâ fide and is held by the persons to whom the same was issued or their executors administrators successors or assigns and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which certificate shall be sufficient evidence thereof.

Appointment of receiver.

12. Section 17 of the Barry Railway Act 1899 with respect to the appointment of a receiver by mortgagees of the Company is hereby repealed but without prejudice to any appointment made or to the continuance of any proceedings which may have been commenced prior to the passing of this Act under that section.

The mortgagees of the undertaking may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver.

In order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom

the application for a receiver is made shall not be less than ten thousand pounds in the whole.

Debenture stock.

13. The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 and of section 44 of the Barry Dock and Railways Act 1884.

Former mortgages to have priority.

14. The principal moneys secured by all mortgages granted by the Company in pursuance of the powers of any Act of Parliament before the passing of this Act and subsisting at the passing hereof shall during the continuance of such mortgages have priority over the principal moneys secured by any mortgages granted by virtue of this Act.

Application of moneys.

15. All moneys raised under this Act whether by stock debenture stock or borrowing shall be applied for the purposes of this Act or for the general purposes of the Company to which capital is properly applicable and not otherwise.

Interest not to be paid on calls paid up.

16. No interest or dividend shall be paid out of any share or loan capital which the Company are by this Act or any other Act authorised to raise to any shareholder on the amount of the calls made in respect of the shares held by him but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

Deposits for future Bills not to be paid out of capital.

17. The Company shall not out of any money by this Act authorised to be raised pay or deposit any sum which by any standing order of either House of Parliament now or hereafter in force may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway or to execute any other work or undertaking.

Provision as to general Railway Acts.

18. Nothing in this Act contained shall exempt the Company or their railways from the provisions of any general Act relating to railways or the better or more impartial audit of the accounts of railway companies now in force or which may hereafter pass during this or any future session of Parliament or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels.

Costs of Act.

19. All costs charges and expenses of and incident to the preparing for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the Company.

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The SCHEDULE referred to in the foregoing Act.

THIS INDENTURE made the fourteenth day of November one thousand eight hundred and ninety-nine between the Right Honourable ROBERT GEORGE BARON WINDSOR of the first part the Right Honourable JOHN GASPARD BARON ROMILLY CHARLES EDWARD ROMILLY of 55 Eccleston Square in the county of London and SAMUEL HENRY ROMILLY of Huntington Park Kington in the county of Hereford of the second part HENRY JOHN BIRCH of Friars in the city of Chester Esquire and WILLIAM GODDEN of 34 Old Jewry in the city of London Esquire of the third part WILLIAM HENRY LEWIS of Llanishen in the county of Glamorgan colliery proprietor and SAMUEL BENNETT of Newport Road Cardiff in the said county of Glamorgan railway agent of the fourth part the Reverend JOHN JAMES EVANS of Cantref in the county of Brecon clerk in holy orders and EDWARD BOWEN EVANS of Llangattock in the said county of Brecon Esquire of the fifth part and the BARRY RAILWAY COMPANY (formerly the Barry Dock and Railways Company and hereinafter called "the Company") of the sixth part.

WHEREAS the dock works referred to in section 18 of the Barry Dock and Railways Act 1884 (hereinafter called "the Act of 1884") were duly made and the dock was opened in the year one thousand eight hundred and eighty-nine:

And whereas the Company subsequently found it necessary to increase their works and brought into Parliament a Bill for the construction of a new dock and railways and other works:

And whereas the new dock proposed to be constructed adjoined the existing dock made under the Act of 1884 and it would have been necessary to pass through the said existing dock in order to obtain access to the new dock and on this ground and on the ground that an extension of the existing dock was proposed the landowners in section 18 of the Act of 1884 referred to or their successors in title (hereinafter referred to as "the landowners") made claims to be entitled to corresponding terms in respect of the new dock to those in the Act of 1884 but the Company did not admit such claims and eventually the Bill was withdrawn:

And whereas negotiations were subsequently entered into between the landowners and the Company and in one thousand eight hundred and ninety-three certain terms were settled between them and are compendiously referred to in a document dated the twenty-sixth day of June

one thousand eight hundred and ninety-three called "heads of agreement" and it was thereby provided that a formal agreement embodying the same terms should be executed by the Company and the landowners and that such formal agreement should be either scheduled to and confirmed by or the provisions thereof enacted in a Bill promoted or to be promoted by the Company before Parliament:

And whereas the lands delineated in the plan annexed to these presents and thereon coloured red constitute the agreed area hereinafter referred to and contemplated by the said heads of agreement:

And whereas in the year one thousand eight hundred and ninety-three the Company obtained from Parliament an Act the short title whereof is the Barry Railway Act 1893 (hereinafter called "the Act of 1893") to enable the Company to construct a new dock new railways a tram-road and other works and the Company were thereby empowered to demand and take in respect of the dock works by such Act authorised the same tolls and charges as they were for the time being authorised to receive for and in respect of the dock works authorised by the Act of 1884 as if the dock works thereby authorised were part of the dock works authorised by that Act:

And whereas the Company have in pursuance of such Act proceeded to construct a dock and other works upon the said land coloured red on the said plan:

And whereas part of the said lands coloured red have been or are about to be purchased by the Company from the parties hereto of the third part for a sum of money in the usual way and the proportion of rentcharge payable to them under these presents forms no part of the consideration for the land so purchased:

And whereas the rest of the said lands coloured red have been or will be purchased by the Company from the owner thereof such owner not being any of the parties hereto:

And whereas having regard to the said heads of agreement and in reliance on the Company giving effect thereto the landowners did not oppose the passing of the Bill for the Act of 1893 which but for the existence of the said heads of agreement they would have strenuously done and the fact is that the Company entered into the said heads of agreement in consideration of the landowners agreeing not to oppose the passing of such Bill:

And whereas the several persons parties hereto of the first five parts are the persons or by devolution of title now represent the persons in the eighteenth section of the Act of 1884 referred to as "the landowners" and have vested in them the rentcharge by the said eighteenth section made payable (the parties hereto of the second and third parts being the successors in title respectively of the persons secondly and thirdly described in the said eighteenth section and the parties hereto of the fourth and fifth parts being the successors in title of the persons fourthly described in the said eighteenth section):

And whereas each set of persons respectively parties hereto of the second third fourth and fifth parts is for the purposes of these presents to be considered and treated as one landowner:

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And whereas these presents are the formal agreement contemplated by the said heads of agreement and have been settled on behalf of the landowners and the Company as a proper instrument for giving effect to the said terms contemplated by the said heads of agreement so far as the same remain to be given effect to and having regard to the existing circumstances:

Now this indenture witnesseth that it is hereby agreed and declared and the Company do hereby covenant and grant with and to the several persons parties hereto of the first five parts their heirs successors in title and assigns and also separately with and to each of them his heirs successors in title and assigns in manner following (that is to say):—

1. A perpetual yearly sum or rentcharge shall be payable by the Company to the landowners their heirs successors in title and assigns in the shares in the next succeeding clause mentioned and the share of each landowner in such rentcharge shall be charged upon the lands conveyed or to be conveyed by him or his predecessors in title as the case may be to the Company under the provisions of the Act of 1884 and upon the tolls rates and charges payable to the Company under the Act of 1884 and the Act of 1893 and shall be recoverable as provided by the eleventh section of the Lands Clauses Consolidation Act 1845 and also by the appointment of a receiver as for the recovery of arrears of interest under sections 53 and 54 of the Companies Clauses Consolidation Act 1845 and the amount of such yearly sum or rentcharge and the particulars of which the same is made up shall be as follows:—

(A) A royalty of one halfpenny per imperial ton on all coal coke culm iron ironstone iron ore cinders lime limestone building stone bricks and tiles (except limestone and building stone landed and disposed of as ships' ballast and except fuel or materials used by the Company in the construction or working of their undertaking for which no charge shall be made) shipped or unshipped received or delivered in or from vessels either at the dock works of the Company constructed or to be constructed on any lands delineated and coloured red on the said plan or on or from any such lands:

(B) A royalty of ten per centum on the gross receipts of the Company in respect of all passengers and live stock and all other goods wares merchandise matters and things whatsoever not above mentioned embarked or landed shipped or unshipped received or delivered in or from vessels either at the dock works of the Company constructed or to be constructed on any lands delineated and coloured red on the said plan or on or from any such lands.

2. The yearly sum or rentcharge by the preceding clause made payable (hereinafter referred to as "the rentcharge") shall belong to and be divided between the landowners in the following shares:—

(A) One moiety of the royalty of halfpenny and also of the royalty of ten per centum shall belong to the said Baron Windsor and his successors in title:

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(B) And the remaining moiety of the royalty of one halfpenny and also of the royalty of ten per centum shall belong as follows (viz):—

(1) As to eleven twenty-sixth parts thereof to the said Baron Romilly Charles Edward Romilly and Samuel Henry Romilly and their successors in title;

(2) As to other eleven twenty-sixth parts thereof to the parties hereto of the third part as devisees in trust under the will dated the twenty-fifth day of September one thousand eight hundred and seventy-nine of the late Robert Francis Lascelles Jenner deceased and their successors in title;

(3) As to other two twenty-sixth parts thereof to the parties hereto of the fourth part as trustees of the settlement made on the twenty-fourth day of July one thousand eight hundred and sixty-six made in pursuance of articles of agreement for a settlement entered into on the marriage of Lewis Williams and Mary Ann Elizabeth Jane Morgan and their successors in title;

(4) And as to the remaining two twenty-sixth parts to the parties hereto of the fifth part as trustees of the will dated the day of one thousand eight hundred and of Thomas John Evans deceased and their successors in title:

And the estate of each landowner and of the successors in title of such landowner in the share which by this clause is made to belong to him and them of the rentcharge shall be the same as the estate he and they would have had therein under and by virtue of the Act of 1884 if the same had formed part of the rentcharge by the eighteenth section of that Act made payable and shall devolve in like manner as such last mentioned rentcharge.

3. The rentcharge shall be paid by half-yearly payments to become due on the first day of January and the first day of July in every year the first payment to be due on such of those days as shall first happen after the dock authorised by the Act of 1893 shall be opened for public traffic Provided always that the actual payment of the rentcharge by the Company shall not be required until after the expiration of one calendar month from the day on which the same shall become due The Company shall keep all proper accounts and vouchers to show the amount of the rentcharge and furnish half-yearly to each person for the time being entitled to receive any share of the rentcharge a statement showing the amount of the share payable to him and shall allow inspection and transcription by him or on his behalf of all such accounts and vouchers.

4. Any question or difference which shall at any time arise between the Company and any landowner or any person for the time being entitled to receive a share of the rentcharge touching the true construction and effect of the provisions herein contained or of anything to be done thereunder shall on the application of the Company or the landowner or person aforesaid be referred to and determined by an arbitrator to be appointed by the Board of Trade and the costs of every such arbitration shall be in the discretion of the arbitrator.

5. After the opening of any dock or docks constructed or to be constructed on the agreed area and being a dock or docks of sufficient size

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and capacity collectively and adequately equipped to admit of one million tons at the least being shipped in a year there may be deducted by the Company from the royalties payable to the landowners collectively under the Act of 1884 and these presents the annual sum of one thousand pounds Provided that if and so often as any sale or other alienation of lands included among the said lands coloured red shall be effected and the purchase-money received by the Company the annual sum to be deducted from the said royalties as above mentioned shall thenceforth be reduced by a sum equal to four per centum per annum on the purchase-money or aggregate purchase-money which shall so have been received by the Company but so that if the amount of four per centum per annum on such aggregate purchase-money shall at any time exceed the said annual sum of one thousand pounds there shall be no right or claim on the part of the landowners in respect of such excess Provided also that for the purpose of the preceding proviso—

(A) Lands sold wholly for a rentcharge shall be deemed to have been sold for a sum received by the Company the interest on which at four per centum per annum would amount to such rentcharge;

(B) Lands sold partly for a rentcharge and partly for a gross sum shall be deemed to have been sold for a sum received by the Company and equal to the aggregate of such gross sum and a sum the interest on which at four per centum per annum would amount to such rentcharge;

(C) Fines and premiums taken on leases shall be deemed to be purchase moneys received by the Company for lands sold;

(D) Lands demised for a term of years exceeding sixty shall during the continuance of such term be deemed to have been sold for a sum received by the Company the interest on which at four per centum per annum would amount to the annual rent reserved such sum to be in addition to any fine or premium.

6. The Company shall use their best endeavours to procure the insertion in some Act of Parliament relating to the Company to be passed in the present or next session of Parliament of a clause or clauses embodying the terms of these presents or sanctioning the terms hereof and authorising the landowners and their respective successors in title and the Company respectively to carry the same into effect.

In witness whereof the said parties hereto of the first five parts have hereunto set their hands and seals and the Company have caused their common seal to be hereunto affixed the day and year first above written.

Signed sealed and delivered by the above-named Lord Windsor in the presence of—

(Signed) Windsor. L.S.

(Signed) Walter J. Thrussell
Clerk to Messrs. Nicholl Manisty and Company
1 Howard Street Strand W.C.
Solicitors.

A.D. 1903.

Signed sealed and delivered by the above named Baron Romilly in the presence of— (Signed) Romilly. L.S.

(Signed) Frank Durssen
49 Charles Street Mayfair London
Butler.

Signed sealed and delivered by the above named Charles Edward Romilly in the presence of— (Signed) C. E. Romilly. L.S.

(Signed) Robert Abbott
The Drewitts Haywards Heath
Butler.

Signed sealed and delivered by the above named Samuel Henry Romilly in the presence of— (Signed) Saml. H. Romilly. L.S.

(Signed) George Cowie
56 Eccleston Square London
Butler.

Signed sealed and delivered by the above named Henry John Birch in the presence of— (Signed) Henry J. Birch. L.S.

(Signed) E. J. Jones
Clerk to Messrs. Birch Cullimore and Douglas
Solicitors Chester.

Signed sealed and delivered by the above named William Godden in the presence of— (Signed) Wm. Godden. L.S.

(Signed) Paul O. Rogers
34 Old Jewry London
Solicitor.

Signed sealed and delivered by the within-named William Henry Lewis and Samuel Bennett in the presence of— (Signed) W. Henry Lewis. (Signed) S. Bennett. L.S.

(Signed) George Wm. Drury
Clerk to Messrs. Spencer Corbett and Evans
Solicitors Cardiff. L.S.

A.D. 1903.

Signed sealed and delivered by the within-named John James Evans in the presence of— } (Signed) John J. Evans. L.S.

(Signed) Chas. E. Davies
Lloyd's Bank Limited Brecon
Cashier.

Signed sealed and delivered by the within-named Edward Bowen Evans in the presence of— } (Signed) Edw. B. Evans. L.S.

(Signed) John Proudler
Llangattock Park Crickhowell
Butler.

The common seal of the Barry Railway Company was hereunto affixed in the presence of— } Seal of Barry Railway Company.

(Signed) W. Mein
Secretary.

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